



MONTGOMERY
ARCHAEOLOGICAL
CONSULTANTS

Box 147, 322 East 100 South, Moab, Utah 84532 (435) 259-5764 Fax (435) 259-5608

m/001/027

November 27, 2000

O. Jay Gatten
North American Exploration, Inc.
472 North Main Street
Kaysville, Utah 84037-1173

Dear Mr. Gatten:

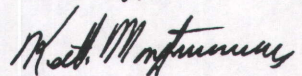
You have asked Montgomery Archaeological Consultants to provide archaeological consulting services for North American Exploration in connection with the project identified in the memorandum enclosed with this letter. We require a written agreement with each new client regarding payment of fees and costs before performing services for the client. When this letter is countersigned by you and returned to us, it will serve as that agreement.

The project for which we will perform services for you, and the basis upon which we will render those services, are set forth in the enclosed "Terms of Provision of Archaeological Services" memorandum. We will not require that you pay a retainer before we commence our services.

We are pleased to have the opportunity to work for you on this matter, and we invite you to contact us with any questions that you may have. If the terms discussed in this letter are satisfactory to you, please sign the extra copy of this letter enclosed herewith, and return it to us. We have enclosed a stamped, self-addressed envelope for your convenience.

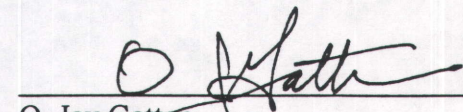
Also enclosed is a copy of the unpaid invoice submitted to your company on July 21, 2000 for services rendered to that date. We expect payment on this invoice before we commence with the data recovery phase. If you have any questions about the invoice or the enclosed agreement, please call me.

Sincerely,

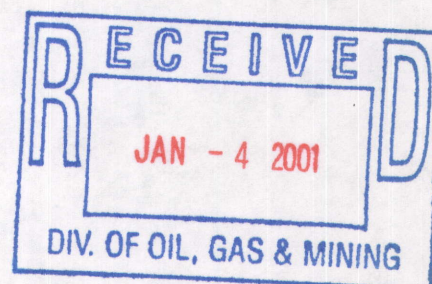

Keith R. Montgomery

Enclosure

ACKNOWLEDGED AND AGREED TO:


O. Jay Gatten
Consultant for Basin Perlife Company

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North American Exploration, Inc./ Basin Perlite Company
November 27, 2000

TERMS OF PROVISION OF ARCHAEOLOGICAL SERVICES

1. SERVICES TO BE PERFORMED

Montgomery Archaeological Consultants agrees to perform the following archaeological consulting services for you on the following project or matter (referred to herein as the "Project"):

Name of Project: Data Recovery at Site 42Be2126

Services to be Performed: Submission of Research Design to the State of Utah, Fieldwork/Data Recovery, and Completion of Project Report.

Based upon our initial review of the Project, we anticipate that our total fees and expenses for the Project will be approximately \$6,170.00. This amount is an estimate only. The actual fees charged and expenses incurred will depend on the conditions encountered at the site, and the final amount charged could be greater or less than the estimated amount given above.

As part of our services, we will prepare and deliver a report detailing the services we have performed, the conclusions we have reached, and our recommendations. This report will conform to the requirements of the governmental agency with jurisdiction over the Project.

2. DETERMINATION OF FEES

We bill for services rendered based on the time spent on the matter and our normal hourly billing rates in effect at the time the services are performed. The current hourly billing rates for our personnel are as follows:

Archaeologist	\$ 35.00 per hour
Technician	\$ 25.00 per hour
Secretary	\$ 20.00 per hour

3. OUT-OF-POCKET DISBURSEMENTS AND OTHER EXPENSES

In addition to our fees, we bill for disbursements made and expenses incurred in connection with the such as but not limited to travel expenses, photocopying, telecopying, long distance telephone charges, and amounts paid to outside contractors or consultants. We may, at our option, require you to pay substantial disbursements or expenses in advance, or to pay them directly to outside contractors or consultants.

4. MONTHLY BILLING; LATE CHARGES

We ordinarily render invoices for services, disbursements and expenses upon completion of the Project. All invoices are due and payable within thirty (30) days after the date of the invoice. If any invoice is not paid in full within thirty (30) days from its date, interest will be charged on the unpaid amount at the rate of eighteen percent (18%) per annum from the date of the invoice until all amounts due are paid in full. In addition, if you do not pay the amounts invoiced by the due date, or if it is necessary for us to take any action to enforce the terms of this agreement, we shall be entitled to recover from you, and you agree to pay, all reasonable costs we incur, including without limitation court costs and attorneys' fees, regardless of whether actual litigation or court proceedings are involved.

5. RETAINERS

We may ask you for a retainer to be applied against our fees, disbursements and expenses. At our option we may apply the retainer against invoices we render or hold the retainer until the conclusion of the Project. Upon completion of the Project, if the fees, disbursements and expenses are less than the retainer, we will refund the excess to you. The amount of the retainer, if any, is set forth in the cover letter accompanying this memorandum.